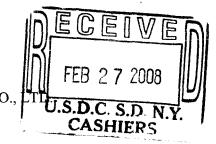
John J. Tomaselli TOMASELLI & CO. 110 Wall Street 11th Floor, No. 68 New York, New York 10005

Tel: (212) 461-4880 Fax: (212) 214-0318

ATTORNEYS FOR PLAINTIFF COSCOL (HK) INVESTMENT & DEVELOPMENT CO..



UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

COSCOL (HK) INVESTMENT & DEVELOPMENT CO., LTD.,

Plaintiff,

-against-

ESCOPETA OIL & GAS CORPORATION,

Defendant.

08 Civ. 0864 - DC

# VERIFIED FIRST AMENDED COMPLAINT

Plaintiff, COSCOL (HK) Investment & Development Co., Ltd. ("Plaintiff" or "COSCOL"), by and through its attorneys, Tomaselli & Co., for its verified first amended complaint against Escopeta Oil & Gas Corp. ("Defendant" or "Escopeta"), alleges, upon information and belief, as follows:

- 1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
- 2. At all times material herein, plaintiff COSCOL was and is a business entity organized and existing under the laws of the Hong Kong Special Administrative Region of the

- 3. Upon information and belief, at all times material herein, Escopeta is a business entity having a place of business located at 5005 Riverway, Suite 440, Houston, Texas 77058.
- 4. In February 2006, COSCOL and Escopeta entered into a voyage charter party whereby Escopeta chartered the semi-submersible vessel *TAI AN KOU* (the "Vessel") to Escopeta under a HEAVYCON charter party form for a voyage from one safe and suitable loading location, Sabine Pass, USA, to one safe and suitable discharging location, Cooks Inlet, USA (the "Charter"). A true and correct copy of the Charter is annexed as Exhibit 1.
- 5. The Charter provided that COSCOL would be paid \$4,310,000.00 in freight for transporting the vessel *TELLUS* on the Vessel, which is a heavy lift vessel.
- 6. On April 7, 2006, COSCOL and Escopeta entered into Addendum #1 of the Charter, which amended the routing of the Vessel and increased the freight payable to COSCOL to \$4,710,000.00. A true and correct copy of Addendum #1 is annexed as Exhibit 2.
- 7. In June 2006, COSCOL presented the Vessel to Escopeta in accordance with the Charter. The Vessel stood by awaiting instructions from Escopeta for five days until Escopeta expressly discharged the Vessel because the *TELLUS* was not ready.
- 8. Clause 20.2 of Part II of the Charter provides Escopeta the right to cancel performance under the Charter by paying COSCOL a termination fee specified in the Charter. Rather than terminate the Charter, however, Escopeta renegotiated the terms of the Charter to have the Vessel return to perform the requested carriage of the *TELLUS* later in 2006.
- 9. Escopeta subsequently requested that COSCOL make the Vessel available during the *TELLUS* next loading window. COSCOL agreed to do so on the condition that Escopeta

enter another addendum, to which condition Escopeta agreed. Addendum #4 to the Charter, reflecting these changes, was executed on July 21, 2006. Addendum #4 provided that Escopeta would pay between \$4,779,000.00 and \$5,179,000.00 (depending upon the ultimate route selected) without regard to whether the freight actually was carried. A true and correct copy of Addendum #4 is annexed as Exhibit 3.

10. Escopeta once again requested that COSCOL agree to a revision of the Charter because the TELLUS would not be ready during the agreed loading window. On or about October 11, 2006, Addendum #5 to the Charter was executed between COSCOL and Escopeta. A true and correct copy of Addendum #5 is annexed as Exhibit 4. Addendum #5 to the Charter provides:

The total amount due paid in full by Charterers [Escopeta] to Owners [COSCOL] by October 20, 2006 is USD 4,915,875.00 If the total amount is not paid by October 20, 2006, Owners have the option to terminate the Contract [Charter].

Addendum #5, Paragraph 5. The payment provided in paragraph 5 of Addendum #5 covered damages suffered by COSCOL resulting from the previous delays, and was in addition to freight to be paid to COSCOL for carrying the *TELLUS*.

- 11. COSCOL has performed its obligations under the Charter and under Addendum #5. Escopeta, however, has refused to pay the \$4,915,875.00 as required by Addendum #5, despite Escopeta's admission that it owes COSCOL this amount.
- 12. Indeed, Escopeta has brought an indemnification claim against its contractual partner(s) Songa Management, Inc. Songa Drilling AS, Songa Drilling Pte Ltd. and Songa Offshore ASA (collectively "Songa") for the amounts that Escopeta owes COSCOL under the Charter and its Addendum #5, which claims Escopeta filed in Texas state court against Songa in

a matter entitled Escopeta Oil & Gas Corporation v. Songa Management, Inc. et al., Cause No. E-177,288 (the "Texas Proceeding").

- 13. COSCOL intervened into the Texas Proceeding in order to preserve its claims against Escopeta.
- 14. COSCOL intervened in the Texas Proceeding because, amongst other reasons, COSCOL has determined through investigation that Escopeta appears to have no other assets to its name other than the claim that it possesses against Songa.
- 15. As part of the Texas Proceeding, COSCOL, Escopeta and Songa participated in mediation, as a result of which Escopeta and Songa have reached a settlement agreement on Escopeta's claims, by the terms of which settlement Songa and/or its affiliates and/or paying agents will be effecting payment to Escopeta and/or to its payment agents for the benefit of Escopeta within the next few weeks.
- 16. Upon information and belief, the payment of these settlement funds for the benefit of Escopeta will be made by one or more of the following Songa entities:
  - Songa Management, Inc.; a.
  - b. Songa Drilling AS a/k/a Songa Drilling ASA, now known as KCA Deutage Offshore AS a/k/a KCA Deutage Offshore ASA;
  - Songa Drilling Pte Ltd., now known as KCA Deutage Pte Ltd.; c.
  - d. Songa Offshore ASA a/k/a Songa Offshore AS; and/or
  - d. the Abbott Group, plc.
- 17. Upon information and belief, the payment of these settlement funds to Escopeta will be made to one or more of the following entities as payment agents for the benefit of Escopeta:

- a. Escopeta Oil & Gas Corporation;
- b. Joseph F. Archer, P.C. or Joe Archer or Joseph F. Archer, P.C. IOLTA Account (counsel for Escopeta);
- c. Mehaffy Weber, P.C. or Mehaffy Weber, P.C. IOLTA Account (counsel for Escopeta);
- d. Ernest W. Boyd or Butch Boyd or Ernest W. Boyd IOLTA Account (counsel for Escopeta);
- e. Chamberlain, Hrdlicka, White, Williams & Martin, P.C. or Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA (counsel for Songa);
- f. Lyman, Twining, Weinberg & Ferrell, P.C. or Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account (counsel for Songa)
- g. Daniel S. Davis (aka Danny Davis); and/or
- h. Centurion Gold Holdings, Inc.
- 18. As a result of Escopeta's breaches of the Charter and its addenda, COSCOL has suffered damages in the amount of \$4,915,875.00.
- 19. Upon information and belief, two years time will have passed between the time when Escopeta breached the Charter and the time when COSCOL will prosecute this claim against Escopeta to its completion. Part I, Clause 27 and Part II, Clause 32 of the Charter provide that the Charter is governed by English law. Under English law and London arbitration (as called for in the underlying charter party), COSCOL is entitled to receive its interest, expenses and reasonable attorneys' fees for prosecuting its claims to completion. The estimated amount of interest (calculated at the contractual rate of 18% per annum) and attorneys' fees is estimated to be \$2,019,715.00 as set forth below:

Interest: \$1,769,715.00 (\$4.9 million x 0.18/year x 2 yrs.)

Attorneys' Fees/Expenses: \$ 250,000.00

Total: \$2,019,715.00

20. Therefore, as a result of the foregoing and Escopeta's breach of its obligations under the Charter, COSCOL has suffered damages in the amount of \$6,935,590.00, including estimated interest, attorneys' fees and expenses.

21. Upon information and belief, Escopeta is not found within the Southern District of New York but does have assets, good or chattels that are or will be located within the jurisdiction, including but not limited to the aforementioned settlement proceeds from the settlement of the dispute between Escopeta and Songa, including but not limited to such funds situated in the bank account(s) of or being routed to the defendant Escopeta Oil & Gas Corporation and/or parties who are acting as the paying and/or payment agents for Escopeta and/or are sending and/or receiving funds for the benefit of defendant Escopeta, including but not limited to: (a) Songa Management, Inc.; (b) Songa Drilling AS; (c) Songa Drilling ASA; (d) KCA Deutage Offshore AS; (e) KCA Deutage Offshore ASA; (f) Songa Drilling Pte Ltd.; (g) KCA Deutage Pte Ltd.; (h) Songa Offshore ASA; (i) Songa Offshore AS; (j) Abbott Group, plc.; (k) Joseph F. Archer, P.C.; (l) Joe Archer; (m) Joseph F. Archer, P.C. IOLTA Account; (n) Mehaffy Weber, P.C.; (o) Mehaffy Weber, P.C. IOLTA Account; (p) Ernest W. Boyd; (q) Butch Boyd; (r) Ernest W. Boyd IOLTA Account; (s) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. (t) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA Account; (u) Lyman, Twining, Weinberg & Ferrell, P.C.; (v) Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account; (w) Daniel S. Davis (aka Danny Davis); and/or (x) Centurion Gold Holdings, Inc.

22. Upon information and belief, the assets, goods or chattels referenced in the preceding paragraph are located at the following financial institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York.

### WHEREFORE, plaintiff COSCOL (HK) Investment & Development Co., Ltd. prays:

- 1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Escopeta Oil & Gas Corporation with the financial institutions noted above in paragraph 22;
- 2. That if defendant Escopeta Oil & Gas Corporation cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant Escopeta Oil & Gas Corporation up to and including the sum of \$6,935,590.00 may be restrained and attached, including but not limited to cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant Escopeta Oil & Gas Corporation including but not limited to such assets as may be held, received or transferred in its own name or as may

be held, received or transferred for its benefit by the entities who act as its paying/payment agent(s), namely: (a) Songa Management, Inc.; (b) Songa Drilling AS; (c) Songa Drilling ASA; (d) KCA Deutage Offshore AS; (e) KCA Deutage Offshore ASA; (f) Songa Drilling Pte Ltd.; (g) KCA Deutage Pte Ltd.; (h) Songa Offshore ASA; (i) Songa Offshore AS; (j) Abbott Group, plc.; (k) Joseph F. Archer, P.C.; (l) Joe Archer; (m) Joseph F. Archer, P.C. IOLTA Account; (n) Mehaffy Weber, P.C.; (o) Mehaffy Weber, P.C. IOLTA Account; (p) Ernest W. Boyd; (q) Butch Boyd; (r) Ernest W. Boyd IOLTA Account; (s) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. (t) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA Account; (u) Lyman, Twining, Weinberg & Ferrell, P.C.,; (v) Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account; (w) Danny Davis; and/or (x) Centurion Gold Holdings, Inc., at one or more of the following institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York;

- 3. That Escopeta Oil & Gas Corporation and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
  - 4. That judgment be entered in favor of COSCOL (HK) Investment & Development

Co., Ltd. and against Escopeta Oil & Gas Corporation in the amount of \$6,935,590.00 (including estimated interest, expenses and attorneys' fees); and,

5. That this Court grant COSCOL (HK) Investment & Development Co., Ltd. such other and further relief which it may deem just and proper.

Dated: New York, New York February 26, 2008

TOMASELLI & CO.

John J<sup>l</sup> Tomaselli

110 Wall Street

11th Floor, No. 68

New York, New York 10005

Tel: (212) 461-4880

Fax: (212) 214-0318

Attorneys for Plaintiff

COSCOL (HK) Investment & Development Co., Ltd.

### **VERIFICATION**

STATE OF FLORIDA )

:ss.:

)

COUNTY OF BROWARD

JOHN J. TOMASELLI, being duly sworn, deposes and says:

I am a member of the firm of Tomaselli & Co., counsel for COSCOL (HK) Investment & Development Co., Ltd., plaintiff in the foregoing action. I have read the foregoing Verified First Amended Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by COSCOL (HK) Investment & Development Co., Ltd. and corresponded with COSCOL (HK) Investment & Development Co., Ltd. representatives regarding this matter. I am authorized by COSCOL (HK) Investment & Development Co., Ltd. to make this verification, and the reason for my making it as opposed to an officer or director of COSCOL (HK) Investment & Development Co., Ltd. is that there are none within the jurisdiction of this Honorable Court.

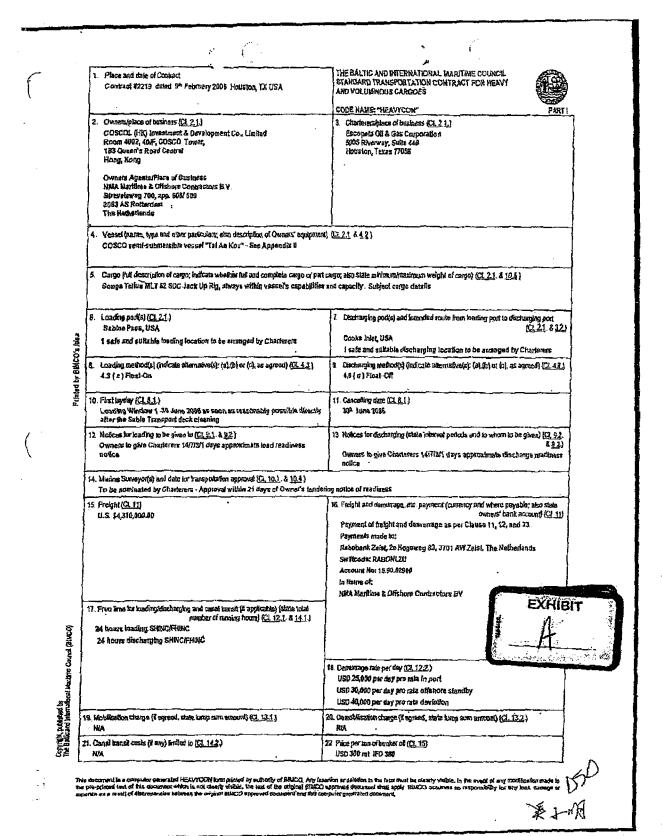
John J. Tomaselli

Sworn to before me this 26<sup>th</sup> day of February, 2008

Fazia Assad My Commission DD346058 Expires August 31, 2008

Jana Asad Notar Public

# **EXHIBIT 1**



Document 1

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23 Termination Fee(s) (state amount(s) if agreed) (CL 20.1 & 20.2) 75% of the Freight in Box 15	24. Liability for cargo (state whather Sill of Lading or Cargo Receipt) (CL 214, or Cargo Receipt		
	25. General average shall be adjusted/settled at (Cl. 25) LONDON		
28. Brokerage and to whom payable (CL.31)	27 Law and arbitration (state 32.1. 32.2 of 32.3. of Q. 32 as agreed; if 32.3 agreed state place of arbitration) (if Box 27 not filed to 32.1. shall apply) (Q. 32) English Law Arbitration in Loudon		
28. Numbers of additional clauses covering special provisions, if agreed			
Cizucat 33, 14, 35, 35, 37,38 and Appendices 1, it, ill and IV form an int	tegral part of the charter party.		
Clauses 33, 34, 35, 35, 37,38 and Appendices 1, it, ill and IV form an integrable spread that his Contract shall be performed subject to the condition	iegral part of the clearier party. one confained in the Contract consisting of PART I including additional clauses, If any agreed consists of PART I and any additional clauses small preved over those of PART II to the extent		
Clauses 33, 34, 35, 35, 37,38 and Appendices 1, h, M and IV form an intermediate produces and the condition of the condition	ons contained in the Contract consisting of PART Linctuating additional clauses. If any agreed		

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#### PARTII andard Transportation Contract

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"HEAVYCON	" Sta
Definitions In this Contract the following words and explosions shall have the making hereby assigned to them.  1.1 The Counts' shall mean the party identified in 1902.  2. The Charters' shall mean the party identified in 1902.  1.3 The Vessel' shall mean the party identified in 1903.  1.4 "Loading port" shall mean the party or erea(s) specified in 1902.  1.5 Discharging port shall mean the party or erea(s) specified in 1902.  1.6 The Cargo' shall mean are party or equipment or other items to be in 1902.  1.7 The Transpolation' shall mean the carriage of the cargo and, as it can apply be the loading discharge and all other operations connected that the line is the carriage of the transpolation.	pe Sir Fig.
Voyage 2.1. It is agreed between the Comerc mentioned in <u>Roy 2</u> and the Chain mentioned in <u>Boy 3</u> that, subject to the terms and conditions of this Content cargo described in <u>Boy 5</u> shall be transposted by the Councils from the cargo described in <u>Boy 5</u> , or so pear thereurin as she may saiget and the absorpt sails and afficial, to the dischanging port(s) mentioned <u>Boy 7</u> , or so near thereurin as she may saiget get and its always sails and afficial to the dischanging port(s) mentioned <u>Boy 7</u> , or so near thereurin as she may sailefy get and its always sails a missail by means of the Vessel named and described in <u>Boy 4</u> or in an a	tract. 18 fely in nd

22. At the communicement of the voyage the Owners shall exercise due dif-gence in moking the Vessel seaworthy. The Owners shall perform the voyaga with due despoich whiere otherwise agreed.

3. Dovistion/Delays/Part Cargo 3.1. The Vessel has the liberty to sail without pilets, to low and/or aseks vessels in all allocations, to deviate for the purpose of saving life, to replenish bunkate audior is deviate for the purpose of safety of the cargo, crew. Vos

bunkars and/or in overse for the purpose of severy or the serger, every vor-sel and for any coher measurable purpose.

3.2. Without projection to the provisions of <u>Cleans 23</u>, should the Maxier de-cide, for the purpose of the sainty of the cargo, to devike from the named could which is siquilated for <u>fact</u> if the Charterers shell pay for all fine lost as a consequence of the deviation at the charmering rate stipulated in <u>Port 16</u>. The time lost shell include all time used until the Vessel reaches the same or

The time best shall include all time used until the Vessel peaches the same or equivisors, position to that where the devicing compressed and the Chairmers shall also pay all additional expenses becamed by such deviation including turnitions, port charges, piotage, log boats, agency loss and any other cruemers whele between housed.

3. It fire Vessel for reasons beyond the Chapter's control is being delayed at leading porties) or place(s) audior discharging posities) or place(s), lockeding obtaining free profique, customs, port clearance or other formations, such delays shall be paid for by the Charterers at the demuningerials stipulated in 8 on 18.

Design and the composite decomposites a full analysis representation in <u>Root 5</u>, the 3.4. Unless the composite decomposites a full analysis and of loaning and of the composite of the composi tens from plantes surser to not constitute to places obsorbe control constitution of leading and discharging places that he at the Owners'

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Loading and Discharging

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A.1. The Charteries shall have the cargo in all respects ready for the said veryage at the loading port(s) on the date for which notice of streeted bad-readiness is given by the Camers as per Charse S. but not before the tate stated in Sort 10 as first layday.

same as got, or as a source, the property of the agreed loading pod, which shall be philorys sale and accessible and suitable for the loading operation, shall be notificated by the Chanterine byto testage in the first notice given by the Owner pursuant to <u>[Suises 9</u>, sharps subject to the approved of the Owners and the Mestal. Such approved shall not be unreasonably withheld A. The Owners shall provide the equipment stated in Bond or in an approximant stated in Bond or in an approximant stated in Bond or in an approximant stated in the leading. All other equipment for the leading. All other equipment state to provided by the Charleries. When the partie has been leaded and positioned, although the satisfactured endlor leasted by the Owners at their expense to the satisfactured endlor leasted by the Owners at their expense to the satisfactured.

4.3. At the backing port, the compa shall be delivered by the Charterers with-4.3. At the braining port, we compared as an electrical of the product of the product of the sequence frocked by the blaster at any line during day or night, Saturdays, Sundays and boildays included and shall be baded by one or more of the following methods stated in <u>Box 8</u>: 1, 1941. A given that he Owners shall had the coage with their exact governments, the Character shall had the coage with their exact governments. The Character shall had the coage which their exact governments to be the coage of the coage with their exact governments. section of the control of the Communication of the control of the lating challes for the Challeton account

4 (b) I most be Park that the Charterest distinguished the burston the targe skal be placed on board and potitioned by the Charletera to the fall satisfaction of the Master. The Charterers enal procure and pay for all isexe and all necessary equipment other than that sinked in flow d

1 (c) It agraed to Box B that the coupe shall be leaded by means of float-on method, the Charterers shall position the coupe prior to leading at 50 metres of at an agreed distance from the Vessel's submerged deck to the full safelaction of the Master. The Owners shall allect lines to the cargo and shall position and secure the cargo over the submerced deck by using winches and/or tags. The Owners shall procure and pay the necessary labour and winchman aither from the crew or from above except that any shore abour lorest upon the Vessel by local or union regulations shall be for the Charte-

rars account.

The Charlesers shall procupe and pay for workboats and large required for the positioning of the caugo. The Denars shall have the fight to use such workboats and large for the loading operation relimbering the Charlesous for the account of the account of the second costs for the user the country from the large the Vessella first line cast.

the actual costs for the use thereof from the last has been for the first line in at school of the early of the first when the last has it released from the early and the problems and this and sign and displaced by the Owners.

I indicate adminished for, (b) or (b), as agreed, is Bot 8.

4.4. The practise discharging size or place within the discharging pot and which shall be shright eath and accessine and suitable for the discharging pot and particle shall be shright eath and accessine and suitable for the discharging operator of the Vessel's animal, always subject to the approval of the Owners. Such approval shall not be unreasonably withheld.

At the discharging port the Charteres shall have believed of the carpo with all delay in accessionary with Charter 8.8 at any time during day or which Sections.

A me ancherying from the transverse style laws beyony or he captivities out delay in accordance with <u>Clause A.B.</u> it any time during day or night Sabordays, Sandays and heddays incheded.

1.5 Prior to actual discharge the Owners shall, unless otherwise agreed, remove all sealastening analysis hashing and propare in a Yessel for the discharge operation. The entire discharge operation always to be done in the full safisfaction of the Master.

4.6. The cargo shall be discharged by one or more of the following methods stated in Box 9

") (a) II agreed in Box 9 that the Outers shall discharge fire-range with heir own geer or being the Charters that lake delivery of the carge upon dis-charge and wither each of said year or tackle. The Corners shall procure and portion recession which men and labour to perform the discharge en-capt instancy above labour-loved upon the Vescal by lass to run lon-regula-toris-chall be for the Chancers' account.

one-chains on me-changers account.

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- (c) Fegree's higher that the Chindren chail discharge the earge, the Chanteron shall produce and payforthe necessary equipment and labour for the discharge of the cargo.

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(c) if agreed in gaz 2 that the cargo shall be discharged by means of fost-off termination in gaz 2 that the cargo shall be discharged by means of fost-off termination in gaz 2 that the cargo shall be discharged by means of fost-off termination in gaz 2 that the cargo shall be discharged by means of fost-off termination in gaz 2 that the cargo shall be discharged by means of fost-off termination in gaz 2 that the cargo shall be discharged by means of fost-off termination. from the crew or from shore except that any shore labour forced upon the Vessel by local of union regulations shall be for the Charlerers' account. Vessel by local of union regulations sout pe for the Characters account. The Characters shall procupe and pay for workbooks and logs required for discharging the caigo. The Dumers shall have the light to use cuch workbooks and logs for the discharging operations reinhousted, the Characters has account cost for the use the real from the first whom the first has been the stated to the carge until the first whom the first first surge process to the carge until the first whom the first first surge process to the carge until the first whom the Characters which have weathly of the

carget.

7) Indicate alternative(b) (a), (b) or (c), as agreed, in <u>Box 9</u>.

4.7, All expenses associated with the Vessel such as harbour dues, pilotages, local tug assistance, Tirequited, agency lees, fuel and lubricants shell be paid for by the Owners except as otherwise provided for in this Contract.

Permitsi Licences

5.1. All necessary permits engin licenses perteining to the loading endor discharging operations shall be provided and pall for by the Charterers. The eather applies to permits another foreness perteining to the causings of congo. If required, the Coverar shall assist the Charterine in Districts such

congo, a replaced, our converse seem accounts consideration and consideration operation and/or ficences; re-placed to <u>sub-clouse 61</u>, what has all the Charteryer's time and any time lost shad be paid for all the demunaç

Times, Charges, etc.

The Charterers shad pay ad duries, focus and charges whatsoever levied on 147 the cargo and/or the foright at the loading port and/or discharging port line.

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This document is a computer growning in INVICAN form private by subscrip of SiNCO. Any insertion or deletion to the form send be decrey value, in the overit of any modification make a personal document which is not decay while, it is less of the adjust BINCO approved document and subscript in any loss decreases to decreased between the original BINCO approved document and this computer generated document.

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#### PART \$

## "HEAVYCON" Standard Transportation Contract

	specifies of how the amount thereof may be assessed, including agency commission assessed on the basis of the keight.	149 150	ers chall pay all expenses relating to documentation rateted to the Vessel and all other equipment being provided by the Owners in the performance of	
7.	Quarantine	151	the barraportation.	220
٠.	Unless due to health conditions on board the Vessel, any time lost as a re-		10.3. The Charlesers shall arrange and pay for all the Maxine Surveyor(s)	221
	Sulf of distraugue formatities and/or health restrictions imposed or incurred		services, including their approval of the transportation.	222
			60.4. Should the Maxime Surveyor(s) not give transportation approved with:	223
	at any stage of the voyage, including any such loss of time at the loading	154	It days of Creen's tendening roller of resultness approvally the	
	port and/or the discharging port, shall be pall for by the Charterers at the	lä5	data-stipulated in Rox 14, both the Charleges and the Corners may sleet to	224
	demutage tale specified in Box 18. The Charleters shall also pay for all	155	terminate this Contract and all freight paid or solvenced by the Charlerers to	225
	other expenses which may be incomed as a result thereof.	157	the Owners shall be promptly rejunded unless such approval was	226
B.	Communication Loading/Cancelling Date	158	whenest because of chromosopoes beyond Dwner's resonable rooms	
_	8.1. The date of commencement of the loading chall be at any time on or b		and les boxeithigs.	
	history the district manifement that by day excited in Box 10 and the wanceling		10.5. The Charterers warrant that the full description of the cargo mentioned	227
	date stated in Box	3 .44	in Box 5 is correct and further warrant that the cargo is in all respects tight	<b>228</b>
	41, both dates include, in the Owners option. Should the Owners give to	- 181	staurch, shong and in every way hi for the transportation.	229
	fice of readiness prior to the tirst byday, the Charterers may, at their cotton		Should the cargo andier its description not be in compliance with the afore-	230
	seriege touch as series in any box state only and the state of series as struct to series	163	said then the Owners shalf have the option to cancel this Contract.	231
	the first line of per Charte 12.	184	If the Owners exercise their option to cancel the Contract in accordance	232
	8.2 Should It clearly appear that the Vessel will not be ready to commence		with this Clause the Charlerers shall pay to the Owners the applicable termi-	
			nation fee according to the provisions of Clause 20	234
	the loading latest on the cancelling date the Owners shall immediately notif		Andreas Anna Caraches at Labora 20.	W7
	the Charleters hereof and state a new caucaling data as soon as they are		11. Freight	235
	a position to state with reasonable certainly such new cancelling date.	168	The height stipulated in Box 15 shall be paid in instalments as you Gove tos	236
	Within 72 running bours after receipt of the Owners' notice as aforesaid and		and clause 33 latome. 10%	
	intest when the vessel is teach in tracing, whichever is the earlier, the	670	upon signing-oithis Contract and the balance shall be fully propaid upon	237
	Charterers shiple advise the Owener whether they elect to concel this Con-	173	completion of leading against surporder of the Cargo Recorpt or Bills of La	238
	tract (alling such advice the new concelling date as positive by the Owners	172		
	stoli apply.	173	ding which were the case may be. The traight shall be considered earned	239
	8.3. Should the Charterers cancel the Contract according to sub-clause	174	upon completion of loading and shall be non-relumable whether the Verser	240
	8.2, any amount paid to the Owners in advance and not earned shall be re		and/or cargo is lost or not lost and whather lost due to perit of the sea or	241
	timed to the Charlesers by the Owners unkers the delay was course by	176	housaever. The freight instalments shall be paid discountless and be tale-	242
	Salocia U.S. In the Sable project in which case the termination fee		graphically remitted in the currency and paid into the Owners' bank ac-	243
	shind in Box 25 shall be post by Charterers in Owners.		count separated in <u>Box 18.</u>	244
	B.A. The Countries shall not be responsible for any loss of damages whateve	177	12. Free TimelDementing	245
	THE INCHRESE BY THE CHARLESTS BY BY COUNTY BY CHARLESTON CHARLES BY THE	178	12.1. The Charlers are allowed the free time stipulated in Box 17 in the	245
	Contract as perceb disting \$2 not shall he Currers be respects biolistic an			
			loading and discharging portisit and for canal transit if applicable. Fridays. Saturbays, Sundays and holidays bydydied.	247
	bee of damages who looms of suffered by the Charterens as a result of the fa tive of the Vessel to be ready for looking latest on the best visits of the	181		248
		10 (	The free first at the harden portist shall start country 6 muning hours after	249
	loading winting capealing date	1 104	notice of readiness has been tendered in accordance with Clause 92.	250
	agreed in Box 10 41 in the case that a controlling date has been agreed		atelies in both or not unless hading has commerced earlier and shall	251
	8.5. Should the cargo for reasons beyond the Owners' control not be loaded		count until the first of the Vossel's links is attached to the cargo. is	<i>7</i> 52
	within 14 days from landering of notice of resoliness, the Owners shall have		positioned above the cumerged deak in all respects fully ceasistaned on	
	the option to cancel this Contract.	185	board the Vescel	
	If the Owners exercise their option to cancel the Contract in accordance	186	and approved by the Christia Surveyor(c):	253
	with this sub-clause, the Charleters shall pay to the Owners the applicable	187		254
	termination fee according to the provisions of <u>Clause 20</u> in addition to any	188		255
	dепшладе іпсилоб.	189		256
	Mafface	190	consisting the cause is also is assert and altest approximately 50 maters	257
2.	Notices		off the Vestal-b-all-respects removed from the Vestal.	
	9.1. Advance Notices of Expected Loadrepoiness	191	If the Charles are to load and discharge the cargo in accordance with Clau-	258
	The Owners shall give notices as per Box 12 of the expected day of the Ves		ses 43. (a) or (c) and 46. (a) or (c) the time or time on demanage shall not	259
	sel's readiness in load 14 (fourteen) days, 7 (seven) days and 3 (three) days			250
	in advance. Furthermore, the Dwners shell give 24 (twenty four) hours ex-	194		281
	proximate notice of the expected hour of the Vessel's resoliness to load.	198		262
	9.2. Notice of Readiness	198	12.2. Demusings shall be payable for all time used in excess of the fare time.	
	The Dwaers shall give notice of reasoness by letter, cable, telex or telepho-	197		264
	ne as per Box 12 advising when the Vessel is ready to commence locating at			255
	the loading port and when the Vessel is ready to commence discharge at the	183		165
	dischanging post as per Box 13. All notices may be given at any time of the	200		257
	day, Pridays, Sahadaya, Sundaya and holidays included and notwithstand-	201		E8
	ing hindrances as relatted to in Clause 3.1.	202		59
	9.3. During the voyage the Dwitters shall give notice of expedied tube of arti-	263		
	val at discharging port(s) with intervals of the anomber of days stiputated in	204		70
	80x 11.	205		71
				72
O.	Marine SurveyorContillion of the Yessel and Cargo	206		73
	10.1. The Marine Surveyor(s) stated in Box 14 will be appointed for this	207	Should more than 14 days of demunage have accused, the Owners are en-	74
	transportation. If Box 14 has not been filed in the Chadeseix and the Own-	708		75
	ers shall sures on the appointment of Mainte Surveyor(s) acceptables to the	209	presentation of involces covering the first 14 days and thereafter for every 7 2	76
	cargo uniderentitàre.	210	days. 2	77
	10.2. All relevant documentation required by the Marine Surveyor(s) for	211		
	their approval of the transportation shall be submitted to the Marine Sur-	212	13. Mobilication/Comphication 7	78
	veyor at the wardest possible stage after this Contract is made. I not already		13.1. Alakilasilas	
		214	Kayrord agon in <u>Ever 19 the Charleton shall pay the limit stant elleptoids</u> 21	
	cuperlation, transportation approval shall be given by the Maine Sorveyor			
		216		
		217		
	Michaelt contain in the could be an mic consisted administra 1119 Aut.	~**	13.2.00m/shreating	v



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#### PART ( "HEAVYCON" Standard Transportation Contract

	In the state of th	284		ding or olscharging shall count against free time or, if the Vessel is on de-	355
	the sin is respected democration, which amount strat be correct and	285		munage, for demuttage. Any delay caused by reasons of the Vessel being	
	osa returnable upon the Vestels around in the disabarging part.	286		ordered to a port winere there is danger of being bozen in shall count again	
	13.3. The mobilishion and damptication amounts shall be payable	287		tree times or, if the Vessellis on demorrage, for demorrage.	361
	against the Owners founds.	288		16.3. The Vessel not to be obliged to force for not to follow itebreakers	362
.,	_Can al-Tantais	289	17	Dangerous Cargo -	163
**	ti prijass <del>a kanapata in sakadika in pasa ikawah e unakakatania katakata</del>			If part of the cargo is of en informable, explosive or dangerous nature or	364
	Bar I We Charlema so disuren par pure for sub-entir france sur chap	201		toughton at at any stade was transpored into earth traptae occordition if what	355
	install count against the number of hours significating for 17-41 the			he packed and stored or stowed in accordance with IMO Dangerous Goods	
	Executation is delayed beyond the feet time structed therein, he Char-	293		Code and/or other applicable regulations always to the full satisfaction of	
	Their application on a serial result from the total decommends afforts	294		the Master. Any delay to the transportation in this respect shall be paid for	367 36#
	PC-19-20x-19-20d cyclif to expression has locars on the decreased expression and the contract of the contract	295		by the Charleses at the demonage rate stipulated in Box 18.	358 359
	Across therapy transact. Canal transit time is defined as from animal of pi-	296		At our Dissertions at any describing left 20housten to DOY 19"	303
	PICHIED OL CONTRACTOR AND PROPERTY OF THE PROP	297	\$8	Lien	320
	BEC WAYNER GLOSSING FOR COMPANY BIR SAME PENNED FOR INCOME SECTION OF THE SECTION	298		The Owners shall have a feet on the cargo and any Chaderers' equipment	371
	14.2. The height aim showing in 10x.45 in based upon the Owner, paying			for all freight and all other expenses in relation to the transportation, dead-	372
				tright, advances, democrage, damages for detention, general overage and	
	eanal tale limited to the amount signified in Boy 31, Any increase in the ca nal tale and/or any additional expenses imposed on the transportation for	301		salvage including costs for recovering same.	374
		302		· · · · · · · · · · · · · · · · · · ·	
	the cane; transit afficially paid by the Owners shall be reimbursed by the Charleins to the Owners upon presentation of the Owners' involut.		18	Substitution	375
	14°3°2 point for easy 4,5 coust no wage jubble 1972 for useous palous Custimus to rus autom chocks account to an east on an east mant:	303 304		The Owners shall, at any time before the last day of the leading window	376
		305		Egging date, be entitled to zap-	
	the Connect control the Charleses shall pay for all out a time by which the			titule the Vessel natural in Box 4 with another vessel of equivalent capabi-	377
	veyage is thereby prolonged at the rote of demorage sepulated in Box 18.	305		IN and capacity, provided such substitute vessel is approved by the Mari-	378
	This Charles are chall also pay at altre expenses, including for burkers, in	307		he Surveyor. Nothing herein shall be constanted as imposing on the Owners	379
	addition to those which would not notify have been trouved and the Vessel	308		an obligation to make such substitution	380
	partitions by a body assessment of court partition and apply advantage to the			Town street Con-	
	Owners for nothering transitied the sanal-	310	20.	Tennination	381
	14,4 Houndtenmoting the provisions of <u>outs clause 14.3</u> , the Gwiners may, at			20.1. Notehinstanding anything else provided herein, the Charteres shall	382
	their sole discretion, instruct the Master to discharge the carge at the nea-	312		have the right to terminate this Contract prior to the Vessel's arrival at the	393
	test sale and testhable but or blace and sales made shall be desired	313		that loading pod against payment of the applicable amount stipulated in <u>Box</u>	
	due futilment of the Contract. His provisions of this Cantract regarding	314		23 less any prepaid fielghit	385
	Reight, discharge of the corgo, free time and decreases as agreed to the	315		20 Z Furthermore, the Charterers shall have the right to terminate this Con-	
	oxidinal quest susing bout eyes eyes abbit to the que quality at the empoting	316		tract after the Vessel's arrival at the first loading port but not later than upon	MT
	port-	317		commencement of loading against payment of the applicable amount stipo-	368
æ	Bunker Excelsion	315		lated in Box 23 plus compensation for all time spent at the first loading port	389
IJ,	This Contract is concluded on the basis of the price per ton for broker of	319		at the demonage rate stiputated in Box 18 less any prepaid height together	390
	stated in Box 27 in force on the date of this Contract.	320		with the natural expenses incurred by the Owners in preparation for the lux-	391
				ding	392
		794			
	If the price actually pold by the Owners for the quantity of burker of consu-	J21 372		20.3 If Box 23 is not filled in this Clause shall not apply	393
	med during the transportation should be higher the difference shell be paid	322			
	med during the transportation should be higher the difference shell be paid by the Charteries in the Owners.	322 323	21.	Liability for Cargo - Bill of Lading or Cargo Receipt	394
	med during the transportation should be higher, the difference shell he paid by the Charterers in the Owners. If the pace actually paid by the Owners for the queetly of bunker of consu-	322 323 324	<b>21.</b>	Liability for Cargo - Bill of Lading or Cargo Receipt 21.1. Notwibslanding anything drac contained basein, the Owners shall be	394 395
	med during the transportation should be higher, the difference shell be paid by the Charterers to the Owners. If the processing the standard of the charter of consu- tions and the standard paid by the Owners for the questity of bunker of consu- med during the transportation should be lower, the difference shall be paid	322 323 324 325	<b>21.</b>	Liability for Cargo - Bill of Lading or Cargo Receipt 21.1. Nobwithstanding anything etre contained batein, the Owners shall be liable for all loss of diamege of whatsoever adure to or austained by the Ves	394 395 - 396
	med during the transportation should be higher, the difference shell he paid by the Charterers in the Owners. If the pace actually paid by the Owners for the queetly of bunker of consu-	322 323 324 325 326	<b>21</b> .	Liability for Cargo - Bill of Lading or Cargo Receipt 21.1. Notwinstanding anything else contained berein, the Owners shall be liabilit for all loss of damage of whatsoever asture to or austained by the Yes sal, any liability in respect of wreck removed and the expense of moving.	394 395 396 397
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<b>6</b> .	med during the transportation should be higher, the difference shell be paid by the Christerers to the Owners. It is no passed to the consumer of the passed paid by the Owners for the questry of bunker of consumed during the transportation should be lower, the difference shall be paid by the Owners to the Conference.  Ico  Ico  Ico  Ico  Ico  Ico  Ico  Ic	322 323 324 325 325 327 327 328	<b>21.</b>	Liability for Cargo - Bill of Lading or Cargo Receipt  21.1. Molwithstanding anything clear contained berein, the Owners shad be liabile for all loss of damage of whatsoever acture to or autialned by the Yes sai, any liability in respect of wheth or where we will and the express of moving, lighting or prophing the Verset, and any liability in respect of teath of hipsy of any for the Owners' ampliques, servants, agents a real-cantractural personnel, and any liability in respect of other cargo on though not the object of	394 395 396 397 398 399
	med during the transportation should be higher, the difference shell be paid by the Charteres to the Owners. It the pool extently paid by the Owners for the questry of bunker oil consumed during the backportation should be lower, the difference shall be paid by the Owners to the Charterers.  Ico 16. L. If on passage to the loading port or discharging port the Master finds that the port cannot be sofely reached owing to lice, the Owners shall request the Charterers to themselfately portains an alternative safe, ice-free	322 323 324 325 325 327 327	<b>21.</b>	Liability for Cargo - Bill of Lading or Cargo Receipt 21.1. Notwinstanting anything close contained berein, the Owners shall be liabile for all loss or damage of whatsoever acture to or autoined by the Vessal, any liability in respect of whatsoever acture and the expense of moving tighting or browing the Vessal, and any tability in respect of feath or tiplay of any of the Campar's employees, servants, agents or sub-camparins personnel, and any fishility in respect of other cargo on board not the subject of into Contract, all of which shall be for the sole account of the Campar's without	394 395 196 297 398 399 400 401
	med during the transportation should be higher, the difference shell be paid by the Christerers to the Owners. It is no passed to the consumer of the passed paid by the Owners for the questry of bunker of consumed during the transportation should be lower, the difference shall be paid by the Owners to the Conference.  Ico  Ico  Ico  Ico  Ico  Ico  Ico  Ic	322 323 324 325 325 327 327 328	<b>21.</b>	Liability for Cargo - Bill of Lading or Cargo Redelpt 21.1. Notwitistanding anything class contained beneft, the Owners shad be liable for all loss or damage of whatsoever astone to or exteined by the Vessel, any liability in respect of wheck removed and the expense of onving, lighting or browing the Vessel, and anyte bodility in respect of each or thusy of any of the Owners' employees, servants, agents an actionarchizators' personnel, and any liability in respect of other cargo on board not the subject of his Contract, all of which shall be for the solo account of the Owners without accounce to the Charleters, their servants or agents, and the Owners shall accounce to the Charleters, their servants or agents, and the Owners shall	394 395 396 397 398 399 400 401 402
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#### PART I "HEAVYCON" Standard Transportation Contract

teners declare (within 24 hours of receipt of Owners' notification of intended
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cancentation) that they agree to count the time at port of discharge as if there
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were no such hindrance, without projectice to the Charteners' right of order
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ing the Vessel to a substitute part of discharge in accordance with sun
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clause 29.4. Thus for loading does not count in the said 24 hours.
583 26.4. Discharging part. In the event of strike or lock-out affecting the dis-charging of the cargo on or after Vessel's animal at or off the part of dis-charge, the Charteness shall have the option of keeping the Vessel waiting 584 585 586 charge, the Custinests start insert on the charge are the explantant of the SSI time provided for dismarging or of undering the Vessel to a safe port where she can safely destring without his of being delathed by shife a lock-oil Study orders in be given within 48 hours after the Owners have given no 350 tibe to the Cherefarers of Vessel's readiness to discharge or of the Owners. request for orders. After waiting '7 running days, the Owners shall be at liber-ty to discharge the cargo at any safe port which they may, in their discretion, 593 decide on and such discharge shall be deemed to be due tellingent of the Contract, in the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Billist of Lading or to which the Vessel may 595 597 been oldered pursuant thereto. 26.5. Modification. The party who first learns about the occurrence of strike 590

or lock-out shall immediately notify thereof the other party.

27.1. In these clauses "War Risks" shall include any blockade or any action which is ennounced as a blockede by any Government or by any action or by any eigenerate or by any eigenerate body, sabotage, pirety, and any action or breatened bes, wartke operations, civil war, civil commotion, or revolution. 27.2. If at any time before the Vessel commences loading, it appears that performance of the Contract will subject the Vessel or har Master and crew or har eargo to war risks at any stage of the adventure, the Owners shall be 608 entitled by letter or telegram despatched to the Charleman, to cancel this

27.3. The blaster shall not be required to load cargo or to continue loading or in proceed on or is sign Bill(s) of Lading for any advanture on which or any part at which it appears that the Vessel, her Master and crew or har cargo will be subjected in wer risks. In the exercit of the exercise by the Mastor of his right under into Clause after part or full cargo has been loaded, the 1915 Master altail be at therty either to discharge such carge at the loading port or to proceed therewith, in the letter case the Vessel shall have likedy to carry other range for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports what oever backyards or forwards, although it a contrary director to or cut of or beyond the ordinary route. In the event of the klaster electing to praceed with part causo under this Clause freight shall in any case be payable on the 621

with part cargor ander this Clause fieight shall to any case be payable on the 622 quantity delicered.

623 and quantity delicered.

624 as the time the Master elects to proceed with part or full cargo under sub-clause 27.3, it make the Vessel has left the loading port, or the last of 625 the loading ports, if more than one, it appears that further performance of the 627 ordered will subject that Vessel, har Master and craw or her cargo, to was fact the cargo statil to discharged, or if the discharge has been commenced shall be completed, at any safe portal vicinity of the poet of fischarge as may be ordinated by the Charletins. If no such orders shall be received from the Charletins within a compact by the load of the charge of a 631 and 631 and 631 and 631 and 632 and 633 and 633 and 633 and 634 and 6 canon more that containes which a natural size in a container we see patched a request by felegram to the Chapterers for the monivation of a substitute detrianging port, the Chuners shall be at liberty to discharge the cargo at any safe port which frey may. In their discretion, doubt on and such discharge shall be deemed to be due tollipsont of the Contract. In the exent of cargo heing discharged at any such other port, the Conners shall be entitled to freight as if the discharge had been effected at the port or ports. 634 835 named in the Billish of Leiding or to which the Vessel may have been ordered

pursuant floreto.

27.5.[a] The Vessel shall have therly to comply with any directions or recommendations as in locating, depending, artival, routes, ports of call, stoppages, destination, toness, waters, discharge, delivery or in any other wise 
what beaver including any direction or recommendation not to go to the 
port of destination or to delay proceeding thereto or to proceed to aboue 
other port) given by any Government or by any beligneral or by any organized body engaged in olds war, locations or wanter operations or by any 
person or body scales or proposited to set as or with the authority of any Government or beligneral or of any such organized body or by any committee 
or person having tracer the terms of har want risks incurrance on the Vessel, 
the right in give any such directions or recommendations. If, by reason of the right in give any such directions or recommendations. If, by reason of or to compliance with any such direction or recommendation, anything is

me or is not done, such shall not be deemed a deviation. (a) If, by reason of or in compliance with any such directions of recommendations, the Vessel does not proceed to the port or ports named in the billies of Lading or to which she may have been ordered pursuant thereto, the Vess 655 sel may proceed to any port as directed or recommended or to any safe port which the Owner in their observior may decide on and there discharge the cargo. Such discharge shall be deemed to be due billioned of the Contract and the Owners shall be entitled to height as it discharge had been effected at the post or posts named in the 50(s) of Lading or to which the Vessel may have been ordered pursuent thereto.

The All extra expenses including extra war risks insurance costs incurred in periormania of the transportation and discharging of the cargo of the loading part or in reaching or discharging the cargo at any part as provided in sub-clauses 27.1.4 and 27.5.(b) of this Clause shall be paid by the Charlerers, and the Owners shall have a lien on the cargo for all sums due under 1666

#### 28. Limitation of Liability

Any provisions of this Contract to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and examptions from, liability ac-corded to the Chimets or chartered Owners of vessels by any applicable stabule or rule of law for the line being to force, and the same benefits to apply regardless of the form of signstants given to this Contract.

If any economics due under this Contract are not paid when due, then interest \$75 at the rate of 1,5% permonth or pro tata for part of a month strail be paid on 676 al such amounts until payment is received.

Vessel shall be addressed to Owners' agents at port(s) of loading and dischanging

#### 31. Brokerage

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The Owners shall pay a brokerage at the rate stated in <u>Box 26</u> to the Broker(s) mentioned in <u>Box 26</u> on any beight, demonrage, and distation fee, demonstration fee and/or termination fee paid under this Contract. If the full amounts as alcressed are not paid owing to treat of this Contract 615 by either of the parties, the party liable therefor shall undemnify the Brokerts 686 against his or their loss of brokerage.

#### 32. Law and Arbhration

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A-solo artikratar mythe repposited, if or desired by both surfee. Eliber party may call for orbikration by cervice of notice upon the effect that other party does not appoint in orbitalise within found on any extra unit ton notice, then the first moving party stall beve the right; without further no second architectural been exposited by the effort purp.

3-12-3. If agreed and stated in Broc22, any disputes arising out of the Control or any Ball of Leafing Issued throwands chall be referred to arising for at the

indicated in Box 27, cubject to the law and procedures applicable

124. H Box 27 to not that in, sub clause 12.1, of the Clause shall exply. 7. Indicate esternative 22.1, 22.2 or 22.2, 22.2 people in <u>Spe 27.</u>

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#### Additional Clauses:

Referring to this contract no 2219 dated 9th February 2006 between Escopeta Oil & Gas Corporation, herewith referred to as Charterers and COSCO Shipping Company Limited, herewith referred to as Owners, the following has been agreed:

#### Clause 33: Freight Payment

The freight is payable as follows:

10% ten (10) banking days after signing the contract
40% five (5) banking days after the arrival at loading location
50% five (5) banking days prior arrival at discharge location before releasing the cargo receipt

Should the entire freight from Charterer's bank not have been received by Owners in time the Owners will have the right to postpone the discharge operation, standing by, which time will be charged at the demurrage rate until the moment the freight has been received by Owners

#### Clause 34: Transit Time

Expected transit time given by owners for information purposes only: 48 days weather delay, engine breakdown, force majeure, Act of God, and sailing restriction(s) imposed by the nominated marine wantenty surveyor excluded.

#### Clause 35: Aft Bouyancy Casings

The standard position of the buoyancy easings is in the aft position for float-on/float-off operations. Should charterers require the aft bouyancy easing to be shifted then time and cost to be for charterers account.

#### Clause 36: Daily Position Reports

Owners to provide Charterers with daily weather and voyage reports.

#### Clause 37: Jones Act

All Jones Act issues shall be addressed and sole reposibility of the Charterers. If any Jones Act issues arrise, Charterers agree to discharge the Cargo in Canada or other port agreed upon by Owners and Charterers. Deviation, if any, to be for Charterers time and account

#### Clause 38: Management approval

This contract is subject to Charterers management approval by which must be given in writing to Owners no later than Wednesday, February 15th at 17:00 hours.

920 Mrs

# **EXHIBIT 2**

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ADDENDUM NO 1

ľO

TRANSPORTATION CONTRACT

DATED

9 FEBRUARY 2006

BETWEEN

COSCO SHIPPING COMPANY LIMITED ("THE OWNERS")

AND

ESCOPETA OIL & GAS CORPORATION ("THE CHARTERERS")

With reference to the above mentioned Contract the Parties have today agreed as follows:

 Box 7 Discharging port(s) and intended route from loading to discharge port - The Parties have agreed that the route between Sabine Pass, USA and Cooks Inlet, USA (subject Jones Act issue referred to in Clause 37 of contract) will be via the Cape of Good Hope.

2. Box 15 Freight - The Parties have agreed that the freight will be increased to USD \$4,710,000 00.

All other terms and conditions of the above mentioned Contract to remain unchanged

Houston 7 April 2006

Cosco Shipping Company Limited

Escopeia Gil & Gas Corporation

# **EXHIBIT 3**

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#### Addendum #4 to BIMCO Heavycon contract #2219 DATED 9th February 2006

between

#### COSCO (HONG KONG) INVESTMENT & DEVELOPMENT CO., LID ("THE OWNERS")

And

### ESCOPETA OIL & GAS CORPORATION ("THE CHARTERERS")

With reference to the above mentioned Contract, the Parties have today agreed as follows:

- 1) Change Box 10 (First Layday).— Delete "Louding window 1... 30 June 2006 as soon as reasonably positive directly after the Sable Transport deck cleaning" and Add "Louding Window November 15, 2006.— December 1, 2006. "
- 2) Change Box 11 (Cancelling date) -- Defete "30th June 2006" and add "December 1, 2006"
- 3) Change Box 15 Delete "U.S. \$4,310,000.00" and add" U.S. \$5.310,000.00 via Magellan Straights or U.S. \$5,710,000.00 via Cago of Good Hope to be declared by September 15, 2006"
- 4) Change Box 23 Duleta "75% of Freight in Box 15" and add "U.S. \$1,482,500.00 if via Magetlan Straights or U.S. \$1,782,500 00 via Cape of Good Hope
- 5) Change Box 28 Delete "38" and Add ", 39" after "37"
- 6) Change Sacilon 8.2 Line 176- Delete "unless the delay was caused by Saipern UK in the Sable Project in which case the termination fee stated in Box 23 shall be paid by Chameron to Owners.
- 8) Add Clause 39: Postponement & Dermurage Fee A postponement for of U.S. \$2,500,000.00 and denturings for of U.S. \$125,000.00 (U.S. \$25,000.00 x S days) must be paid in full, less the U.S. \$431,000.00 already paid, to Owners by September 15, 2006. These fees are in addition to the freight mentioned in item, 3 above.
- 9) Total amount due paid in full to COSCOL by September 15, 2006 is USD 2,725,000.00. Any dollar amount not paid by September 15, 2006 will be subject to interest terms per clause 29 of the contract.

  - 2,500,000.00 (postponement fix) 125,000.00 (5 days demain age) 451,000.00 (10% down on original freight)
  - + 531,000,90 (10% of new amood upon freight)
    USD 2,725,000,00

The transiting freight of USD \$4,779,000.00 basis Magellan Straights or USD \$5,179,000 basis Cape of Good Hope will be paid as per original payment terms included in clause 33 of the contract.

10) Change "THE OWNERS" to COSCOL (HONG KONG) INVESTMENT & DEVELOPMENT CO., 1.7D on addendars 1 & 2.

11) Delete Addendum #3

All other terms and conditions of the above mentioned Contract and Addendums No. 1 and 2 to remain unchanged.

Houston July 21, 2006

& Development Co., LTD. ("Owners")

GAS CORPORATION ("Charterers")

# **EXHIBIT 4**

Document 1

Filed 01/24/2008

Page 25 of 25

## Addendam #5 to BIMCO Heavycon contract #2219 DATED 9th February 2006

#### betireed

COSCOL (HONO RONG) INVESTMENT & DEVELOPMENT CO., LTD ("THE OWNERS"

#### And

### BECOPETA OIL & CASCOPPORATION PTHE CHARTERERS"

With reference to the above mentioned Contract, the Parties have today agreed as follows:

- 1) Delete them For Addending \$4.
- 2) Charige Box 10 (Phys Layddy) Delete "Loading wholew 1 30 hope 2006 as soon as reasonably possible directly after the Sebie Transport deck cleaning "and Add "Londing Window April 1, 2007 - Apr 30, 2007.
- 3) Duloto Item 2 of Addendum #4.
- 4) Change Box 11 (Cancelling date) Dolete "30" June 2006" and add "April 30, 2007".
- 5) Change Herri I of Addendam #4 Delete "Soprember 15, 2006" and Add "November 15, 2006".
- 6) Change Box 28 -Add \*, 40" after 129".
- 7) Add Clause 40: Mobilization Fee

A Michilization fee of LLS. 52.150,000.00, so cover expensed involved with mobilishing ship from the Coulf of Wester to Years), will be paid in full to Deviens by October 26, 2006. This fee is in sulface to the freely one and the majorith full to the freely one in addition to the freely on. Box 15, postponement the jute interest, and denouring already owed to

#### 8) Dolete tem 9 of Addendam #4.

9) Total amount due part in hilf by Charleges in Owners by October 20, 2006 is USIN 4,015,875 00. If the total amount is not part by October 20, 2006, Owners have the opinion to templasts the connect,

\$ 2725,000,00 (as per trans 9 of Alles adon #4)

4 2,180,000,00 (Nobilization Fee)

\$ 40,275.00 (1) provide includes at 1.534 per month of USID 2.725,000,00)

USD 4.015-375-bit

The remaining freight of USD 54,770-190-90 hasis Magellow Straights of USD 53,170,000 basis Cape of Ocols Hope will be paid as per original payment terms included in charge Crof the combact.

All other terms and conditions of the above mentioned Contract and Addendaria No. 1, 2, and 4 to remain in effect.

Florston, October 11, 2006

nt & Development Co., LTD: ("Owners")

& GAS CORPORATION ("Charterers")